

Voluntary Resolution Agreement (Agreement)
Salter School of Nursing and Allied Health (School)
Complaint No. 01-13-2187
(Complainant = XXXXXXXXXXXXX)

In order to resolve the allegations in the above-referenced complaint pursuant to Section 504 of the Rehabilitation Act of 1973 and its implementing regulation found at 34 C.F.R. Part 104 (Section 504), the Salter School of Nursing and Allied Health (School) voluntarily agrees to take the following actions:

1. By November 30, 2013, the School will notify the Complainant that she is readmitted to the School in the Patient Care Technician (PCT Program), and will instruct her on the steps she needs to take to re-enroll in the PCT Program, which has an anticipated start date on or about December 9, 2013.
2. By November 30, 2013, the School will also notify the Complainant that she is admitted for the next enrolling class of the School's Surgical Technician Program (Surg. Tech. Program), and will instruct her on the steps she needs to take to complete enrollment in the Surg. Tech Program, which has an anticipated start date on or about seven months from the date of this Agreement.
3. By December 15, 2013, the School will meet with the Complainant and engage in an interactive process with her in an effort to reach an agreement on specific academic adjustments and/or auxiliary aids that the Complainant may need to accommodate her disability and to ensure that she has an equal opportunity to participate in and benefit from the School's programs and activities. The School agrees that as part of the interactive process, it will explore the possibility of the Complainant completing her externship requirement for the Program through the Complainant's current employer.
4. By December 31, 2013, the School will submit to OCR verification that the actions identified in numbers 1 and 2 of this Agreement have been implemented.
5. The School understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement.
6. The School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff members and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.
7. The School understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations

of this Agreement. Before initiating administrative proceedings (34 C.F.R. Sections 100.9 and 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the School written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

8. This Agreement is entered into voluntarily in an effort to resolve the issues that were raised in OCR complaint number 01-13-2187 without the need for a formal investigation. OCR has made no findings in this case, and this Agreement does not constitute an admission of any wrongdoing on the part of the School.

/s/ Jane M. Parker
For the School:
Name/Title

11/27/13
Date